remove it is a "contract for the sale of real estate" within the statute of frauds, and must be in writing.

While there is probably no conflict on this point in the case of such a contract as that in the leading case, there is a sharp conflict as to the applicability of the statute of frauds to such contracts, when they are to be performed immediately. Many cases hold that any contract for the sale of standing timber is within the statute of frauds. *Cool v. Peters, Etc., Co.,* 87 Ind., 531; *Green v. Armstrong,* 1 Denio, 550; *McGregor v. Brown,* 10 N. Y., 114; *Lillie v. Dunbar,* 62 Wis., 198; *Garner v. Mahoney,* 115 Ia., 356; *Harrell v. Miller,* 35 Miss., 700; *Slocum v. Seymour,* 36 N. J. Law, 138. On the other hand, many cases hold that where the contract contemplates the immediate separation of the trees from the land, it is not within the statute. *In re Benjamin,* 140 Fed., 320; *Leonard v. Medford,* 85 Md., 666; *Banton v. Sherry,* 77 Me., 48; *Byasee v. Reese,* 4 Met., (Ky.), 372; *Clafin v. Carpenter,* 4 Metc., 580; *Robbins v. Farwell,* 193 Pa. St., 37. And this appears to be the English rule, *Marshall v. Green,* 1 C. P. Div., 35. In *Wilson v. Fuller,* 58 Minn., 149, it is held that though such a contract may have been originally within the statute, the cutting of the trees takes it out of the statute. In *Killmore v. Howlett,* 48 N. Y., 569, a distinction is drawn between a contract for the sale of standing timber, and a contract whereby the owner was to cut the trees and deliver them as cord-wood; and the latter is held to be a contract for work and labor and for the sale of chattels.

INSURANCE—EMPLOYER'S ACCIDENT INSURANCE—PERSONS ENTITLED TO SUE.—CLARK V. BONSAL & Co., 72 S. W., 954 (N. C.).—*Held,* that unless an employer's accident insurance policy expressly provides that it is for the benefit of injured employes, and that amounts recovered should be paid to them, an injured employe may not, in the first instance, sue on the policy.

The injured employe is no party to the contract, nor has he any rights, legal or equitable, growing out of it. *Finley v. U. S. Casualty Co.,* 113 Tenn., 592; *Frye v. Bath Gas & Electric Co.,* 97 Me., 241. If the policy amounts to a contract of indemnity, an action cannot be maintained against the insurance company, on the theory that the amount is not due until the insured has paid the loss. *Allen v. Aetna Life Ins. Co.,* 76 C. C. A., 265; *Connelly v. Bolster,* 187 Mass., 266. Though such an action was allowed in *Sanders v. Frankfort Ins. Co.,* 72 N. H., 485. Where the policy insures directly against liability, some courts hold the view that the insurer is liable to garnishment. *Hoven v. Employer's Liability Co.,* 93 Wis., 201; *Fritchie v. Miller's Extract Co.,* 197 Pa., 401. That the insurance money due under a policy against liability to third persons does not constitute a trust fund for the benefit of the person whose injury caused the liability was expressly decided in *Bain v. Atkins,* 181 Mass., 240. By statute in New York State, contracts making the insurer directly liable to the injured employe, are expressly authorized. St. 1892, C. 690, §55.

INSURANCE—INSURABLE INTEREST—ASSIGNMENT OF POLICY INTEREST.—JOHNSON V. MUT. BEN. LIFE INS. CO., 72 S. E., 847 (N. C.).—*Held,* that an

assignment of a policy of life insurance, payable to insured, on which premiums have been paid, made to secure a loan in good faith, and not as a cover for a wagering transaction, or a mere speculation, to a person who has no insurable interest in the life of the insured, is valid.

The right to assign a policy as collateral security for a loan or debt due from the insured seems to be unquestioned. *Jones v. N. Y. Life Ins. Co.*, 15 Utah, 522; *Page v. Burnstine*, 102 U. S., 664; *Coleman v. Anderson*, 98 Texas, 570. In this last case the policy forbade such an assignment. There are numerous cases holding that, even where the assignment is absolute, no interest in the assignee is necessary to support its validity if the policy has been taken out by one having such interest. *Mutual Life Ins. Co. v. Allen*, 138 Mass., 24; *Steinback v. Diepenbrock*, 158 N. Y., 24; *Mutual Life Ins. Co. v. Armstrong*, 117 U. S., 591; (this last case overruling the famous case of *Warnock v. Davis*, 104 U. S., 775). Some states regard it as assignable like any other chose in action if not made to cover a speculative risk. *Chamberlain v. Butler*, 61 Neb., 730; *Bowen v. Nat. Life Ins. Co.*, 63 Conn., 460. In other states, on the contrary, the assignment is held invalid on the ground of public policy. *Keystone Mut. Ben. Ass. v. Norris*, 115 Pa., 446; and being absolutely void, there can be no recovery thereon. *Franklin Life Ins. Co. v. Hazzard*, 41 Ind., 116; *Missouri Valley Life Ins. Co. v. Sturges*, 18 Kan., 93.

MASTER AND SERVANT—INJURY TO SERVANT—VICE-PRINCIPAL.—REID V. NORTHWESTERN FUEL CO., 133 N. W., 161 (MINN.).—*Held*, that the order of a foreman to an experienced servant under his control to perform an act, which is merely a detail of the servant's employment, and not known to the foreman to be attended with hidden danger, is, though coupled with an assurance of safety, the direction of a superior servant, and not that of a vice-principal.

The rule that an employe can not recover from his employer for injuries resulting from the negligence of a fellow-servant, as laid down in the leading case of *Farwell v. B. & W. Ry. Co.*, 4 Metc. (Mass.), 49, has been the subject of severe criticism, *Ziegler v. Danbury R. Co.*, 52 Conn., 543; *Peck on Mass. Act*, 14 YALE LAW JOURNAL, 18; *Pollock on Torts*, 85. But it is still the law where not changed by statute. *Barry v. McGhee*, 100 Ga., 759; *Rosemand v. Southern Ry.*, 66 S. C., 91; *Hough v. Railway Co.*, 100 U. S., 213. See also *Mondou v. N. Y., N. H. & H. R. Co.*, 82 Conn., 373, reversed by decision of the United States Supreme Court, Jan. 15, 1912, affirming the constitutionality of the *Railroad Employers' Liability Act*, Pt. 1 of 35 U. S. Statutes at Large, 65, which abolished the fellow-servant rule in the case of interstate railroads. The theory that a superior servant is an exception to the rule may be considered as generally rejected. *What Cheer Coal Co. v. Johnson*, 56 Fed., 810; *Lundberg v. Shevlin-Carpenter Co.*, 68 Minn., 135; *N. E. R. Co. v. Conroy*, 175 U. S., 323. *Contra, Chicago & A. R. Co. v. May*, 108 Ill., 288; *Ill. Cent. R. Co. v. Spence*, 93 Tenn., 173. The vice-principal exception has more support. *Lund v. Hersey Lumber Co.*, 41 Fed., 202; *Wilson v. Willimantic Linen Co.*, 50 Conn., 433; *Tierney v. Minneapolis & R. Co.*, 33 Minn., 311. But